

THE HONORABLE KYMBERLY K. EVANSON

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ANDY PRISCO, an individual,

Plaintiff,

vs.

LAURA MOSS, an individual, RICH  
PFEIFFER, an individual, GROWTH  
CENTRAL TRAINING, LLC, a limited  
liability company, and NATIONAL ANGER  
MANAGEMENT ASSOCIATION, LLC, a  
limited liability company,

Defendants.

CASE NO. 3:24-cv-05236 KKE

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles, and it does not presumptively entitle parties to  
2 file confidential information under seal.

3 2. “CONFIDENTIAL” MATERIAL

4 “Confidential” material shall include the following documents and tangible  
5 things produced or otherwise exchanged: financial records, customer lists, proprietary  
6 training materials and documents, and information relating to NAMA’s revocation of  
7 the credentials of third parties to the extent such information would invade the privacy  
8 of third parties.

9 3. SCOPE

10 The protections conferred by this agreement cover not only confidential  
11 material (as defined above), but also (1) any information copied or extracted from  
12 confidential material; (2) all copies, excerpts, summaries, or compilations of  
13 confidential material; and (3) any testimony, conversations, or presentations by parties  
14 or their counsel that might reveal confidential material.

15 However, the protections conferred by this agreement do not cover information  
16 that is in the public domain or becomes part of the public domain through trial or  
17 otherwise.

18 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

19 4.1 Basic Principles. A receiving party may use confidential material that is  
20 disclosed or produced by another party or by a non-party in connection with this case  
21 only for prosecuting, defending, or attempting to settle this litigation. Confidential  
22 material may be disclosed only to the categories of persons and under the conditions  
23 described in this agreement. Confidential material must be stored and maintained by  
24 a receiving party at a location and in a secure manner that ensures that access is limited  
25 to the persons authorized under this agreement.

26 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
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1 otherwise ordered by the court or permitted in writing by the designating party, a  
2 receiving party may disclose any confidential material only to:

3 (a) the receiving party's counsel of record in this action, as well as  
4 employees of counsel to whom it is reasonably necessary to disclose the information  
5 for this litigation;

6 (b) the officers, directors, and employees (including in house counsel)  
7 of the receiving party to whom disclosure is reasonably necessary for this litigation,  
8 unless the parties agree that a particular document or material produced is for  
9 Attorney's Eyes Only and is so designated;

10 (c) experts and consultants to whom disclosure is reasonably  
11 necessary for this litigation and who have signed the "Acknowledgment and  
12 Agreement to Be Bound" (Exhibit A);

13 (d) the court, court personnel, and court reporters and their staff;

14 (e) copy or imaging services retained by counsel to assist in the  
15 duplication of confidential material, provided that counsel for the party retaining the  
16 copy or imaging service instructs the service not to disclose any confidential material  
17 to third parties and to immediately return all originals and copies of any confidential  
18 material;

19 (f) during their depositions, witnesses in the action to whom  
20 disclosure is reasonably necessary and who have signed the "Acknowledgment and  
21 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the designating party  
22 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
23 depositions that reveal confidential material must be separately bound by the court  
24 reporter and may not be disclosed to anyone except as permitted under this agreement;

25 (g) the author or recipient of a document containing the information  
26 or a custodian or other person who otherwise possessed or knew the information.

1           4.3 Filing Confidential Material. Before filing confidential material or  
 2 discussing or referencing such material in court filings, the filing party shall confer  
 3 with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to  
 4 determine whether the designating party will remove the confidential designation,  
 5 whether the document can be redacted, or whether a motion to seal or stipulation and  
 6 proposed order is warranted. During the meet and confer process, the designating  
 7 party must identify the basis for sealing the specific confidential information at issue,  
 8 and the filing party shall include this basis in its motion to seal, along with any  
 9 objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the  
 10 procedures that must be followed and the standards that will be applied when a party  
 11 seeks permission from the court to file material under seal. A party who seeks to  
 12 maintain the confidentiality of its information must satisfy the requirements of Local  
 13 Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy  
 14 this requirement will result in the motion to seal being denied, in accordance with the  
 15 strong presumption of public access to the Court's files.

16 5. DESIGNATING PROTECTED MATERIAL

17           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
 18 Each party or non-party that designates information or items for protection under this  
 19 agreement must take care to limit any such designation to specific material that  
 20 qualifies under the appropriate standards. The designating party must designate for  
 21 protection only those parts of material, documents, items, or oral or written  
 22 communications that qualify, so that other portions of the material, documents, items,  
 23 or communications for which protection is not warranted are not swept unjustifiably  
 24 within the ambit of this agreement.

25           Mass, indiscriminate, or routinized designations are prohibited. Designations  
 26 that are shown to be clearly unjustified or that have been made for an improper  
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1 purpose (e.g., to unnecessarily encumber or delay the case development process or to  
2 impose unnecessary expenses and burdens on other parties) expose the designating  
3 party to sanctions.

4 If it comes to a designating party's attention that information or items that it  
5 designated for protection do not qualify for protection, the designating party must  
6 promptly notify all other parties that it is withdrawing the mistaken designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in  
8 this agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise  
9 stipulated or ordered, disclosure or discovery material that qualifies for protection  
10 under this agreement must be clearly so designated before or when the material is  
11 disclosed or produced.

12 (a) Information in documentary form: (e.g., paper or electronic  
13 documents and deposition exhibits, but excluding transcripts of depositions or other  
14 pretrial or trial proceedings), the designating party must affix the word  
15 "CONFIDENTIAL" to each page that contains confidential material. If only a portion  
16 or portions of the material on a page qualifies for protection, the producing party also  
17 must clearly identify the protected portion(s) (e.g., by making appropriate markings in  
18 the margins).

19 (b) Testimony given in deposition or in other pretrial proceedings:  
20 the parties and any participating non-parties must identify on the record, during the  
21 deposition or other pretrial proceeding, all protected testimony, without prejudice to  
22 their right to so designate other testimony after reviewing the transcript. Any party or  
23 non-party may, within fifteen days after receiving the transcript of the deposition or  
24 other pretrial proceeding, designate portions of the transcript, or exhibits thereto, as  
25 confidential. If a party or non-party desires to protect confidential information at trial,  
26 the issue should be addressed during the pre-trial conference.

1 (c) Other tangible items: the producing party must affix in a  
2 prominent place on the exterior of the container or containers in which the information  
3 or item is stored the word "CONFIDENTIAL." If only a portion or portions of the  
4 information or item warrant protection, the producing party, to the extent practicable,  
5 shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
7 failure to designate qualified information or items does not, standing alone, waive the  
8 designating party's right to secure protection under this agreement for such material.  
9 Upon timely correction of a designation, the receiving party must make reasonable  
10 efforts to ensure that the material is treated in accordance with the provisions of this  
11 agreement.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any party or non-party may challenge a  
14 designation of confidentiality at any time. Unless a prompt challenge to a designating  
15 party's confidentiality designation is necessary to avoid foreseeable, substantial  
16 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
17 litigation, a party does not waive its right to challenge a confidentiality designation by  
18 electing not to mount a challenge promptly after the original designation is disclosed.

19 6.2 Meet and Confer. The parties must make every attempt to resolve any  
20 dispute regarding confidential designations without court involvement. Any motion  
21 regarding confidential designations or for a protective order must include a  
22 certification, in the motion or in a declaration or affidavit, that the movant has engaged  
23 in a good faith meet and confer conference with other affected parties in an effort to  
24 resolve the dispute without court action. The certification must list the date, manner,  
25 and participants to the conference. A good faith effort to confer requires a face-to-face  
26 meeting or a telephone conference.

6.3 Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the designating party may file and serve a motion to retain confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the court rules on the challenge.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party must:

(a) promptly notify the designating party in writing and include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all

1 unauthorized copies of the protected material, (c) inform the person or persons to  
2 whom unauthorized disclosures were made of all the terms of this agreement, and (d)  
3 request that such person or persons execute the "Acknowledgment and Agreement to  
4 Be Bound" that is attached hereto as Exhibit A.

5 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a producing party gives notice to receiving parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other protection,  
9 the obligations of the receiving parties are those set forth in Federal Rule of Civil  
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
11 may be established in an e-discovery order or agreement that provides for production  
12 without prior privilege review. The parties agree to the entry of a non-waiver order  
13 under Fed. R. Evid. 502(d) as set forth herein.

14 10. NON TERMINATION AND RETURN OF DOCUMENTS

15 Within 60 days after the termination of this action, including all appeals, each  
16 receiving party must return all confidential material to the producing party, including  
17 all copies, extracts and summaries thereof. Alternatively, the parties may agree upon  
18 appropriate methods of destruction.

19 Notwithstanding this provision, counsel are entitled to retain one archival copy  
20 of all documents filed with the court, trial, deposition, and hearing transcripts,  
21 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
22 and consultant and expert work product, even if such materials contain confidential  
23 material.

24 The confidentiality obligations imposed by this agreement shall remain in effect  
25 until a designating party agrees otherwise in writing or a court orders otherwise.  
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STIPULATED AND AGREED this 25th day of February, 2025.

ELLIS, LI & MCKINSTRY PLLC

STOKES LAWRENCE, P.S.

By: s/Nathaniel L. Taylor

By: s/Valerie Walker

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*Electronic authorization received on  
February 25, 2025 at 8:47am*

PURSUANT TO STIPULATION, IT IS SO ORDERED.

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Information produced in discovery that is

1 protected as privileged, or work product shall be immediately returned to the  
2 producing party upon request.

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5 DATED: February 26, 2025

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9 Kymberly K. Evanson  
10 United States District Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Western  
District of Washington on \_\_\_\_\_ in the case of **ANDY PRISCO v. LAURA MOSS,  
et. al., Case No. 3:24-cv-05236 KKE** I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information  
or item that is subject to this Stipulated Protective Order to any person or entity except  
in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Western District of Washington for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_